CITY OF TORONTO
PLANNING AND DEVELOPMENT DEPARTMENT

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To: Land Use Committee

Subject: Memorandum of Conditions for Railway Lands

Origin: Commissioner of Planning & Development (c71luc85435:114)

1. Background:

Your Committee has before it my July 8, 1985, report entitled Final Report on the Railway Lands Part II Official Plan and Zoning By-law. That report recommends that bills giving effect to the recommended Railway Lands Part II Plan and Zoning By-law be introduced into Council, provided that your Committee has received and acted on two additional reports; one, a Memorandum of Conditions respecting Railway Lands development and the other on the recommendations of Council at its meeting of June 17 and 21. This report deals with the attached Memorandum of Conditions, and my accompanying report, entitled Railway Lands Part II: Report on Motions adopted by Council at its meeting of June 17 and 21, deals with Council's recommendations of June 17 and 21.

As discussed in the accompanying report on Council's motions of June 17 and 21, the Memorandum of Conditions contains certain provisions which respond to Council's second recommendation, which requested that I "negotiate a reduction in the non-residential density permitted in the Railway Lands by approximately 300 000 square metres, or, in the alternative, the provision of significant public amenities for example provision of assisted housing, restoration of the roundhouse as a railway museum, etc." As noted in that report, the additional amenities which we have discussed with CN and Marathon are to be secured through the Memorandum of Conditions.

The attached Memorandum of Conditions reflects a great deal of concensus on many issues and this is a significant step. There are, however, a number of matters still in dispute. In most cases, this results from the fact that certain provision in the Memorandum are based on the suggested changes put forward by this Department and described in the accompanying Report on Motions, ((see Section 2.1.8). Matters which fall in this category include a greater involvement of the railway companies in providing th necessary infrastructure for the City's housing sites, a commitment to an early completion of the Central Park, the stabilization of the CP roundhouse

structure and public access to the waterfront, a commitment to the City's heritage and public art objectives, and assistance in ensuring the successful achievement of an urban stadium.

The major issues at this time concern the Central Park and the Housing sites. On these issues and on other matters where outstanding differences remain, the Memorandum has been worded to reflect the recommendation of staff and the City's Special Counsel. We have noted with an asterisk all of the clauses in which these outstanding differences appear. Letters from the railways outlining the nature of the differences will be tabled shortly.

In order to ensure that the conditions set out in the Memorandum will be complied with, however these differences are resolved, this report recommends that the by-laws implementing the Part II Official Plan and Zoning By-law for the Railway Lands not be forwarded to the Minister of Municipal Affairs and Housing and the Ontario Municipal Board for approval until Council has received letters from both CN Real Estate and Marathon Realty stating that they endorse the conditions contained in the Memorandum.

2. Purpose of the Memorandum of Conditions

Section 11 of the Part II Plan provides for the incremental development of the Railway Lands. In accordance with Section 11, detailed provisions related to the practical aspects of the redevelopment of the Lands in accordance with the Part II Plan and Zoning By-law will be dealt with on a precinct by precinct by basis. These aspects are to be dealt with in submissions required by Sections 11.7 and 11.12 for each precinct and secured by way of agreements between the appropriate developer and the City. The execution of these precinct agreements is to be a condition of Council's enactment of a by-law removing the holding symbol from the relevant precincts and, in the case of the Stadium Precinct (Precinct A), a condition of Council's enactment of a zoning by-law specific to that site.

The purpose of the Memorandum of Conditions is to establish general principles and conditions respecting the practical matters which will govern the terms of agreements to be entered into at the precinct level. The Memorandum also establishes that, notwithstanding any rights which CP Rail and CN Rail may have as railway companies, and CN may have as a Crown corporation, both Marathon and CN will agree to be bound by the zoning imposed on the Lands by the City.

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The Memorandum of Conditions is not itself, a legal agreement and is not intended to be executed. However, the Memorandum is referenced in the Part II Plan (Section 11.2) as a document whose provisions shall be respected in the precinct agreements which must be executed prior to Council's enacting by-laws removing the holding symbol, or, in the case of the Stadium Precinct, prior to enacting a site plan by-law.

3. Main Elements of the Memorandum of Conditions

The Memorandum of Conditions establishes the general conditions for land exchanges and transfers between CN, Marathon, Canada Post and the City. It sets out a schedule for the conveyance of lands to the City for housing and parks purposes. Further, it describes the cost sharing obligations of each party as they relate to the provision of infrastructure and parks improvements. The Memorandum also protects certain interests of Metro and the Toronto Transit Commission.

There are eight sections and six schedules to the Memorandum. Section 1 is an introductory section and provides definitions for the important terms contained in the Memorandum.

Section 2 is a general section which clarifies the status of CN and Marathon and confirms the intention of these companies to be bound by to the jurisdiction of the City of Toronto with respect to the zoning of the Railway Lands.

Section 2.3 establishes a time frame for the relocation of the CN High Line Freight by-pass by stating that all parties to the Memorandum shall use every reasonable effort to relocate this facility by June 1, 1988. For a variety of reasons it is not practical to simply require relocation by a specific date. There is however, in Section 11.16 of the Part II Plan, a provision that no development shall occur in any precincts west of Spadina until such time as the High Line is relocated.

The paragraphs under Section 2.5 of the Memorandum commit CN and Marathon to provide publicly accessible open spaces as shown on Schedule E. In addition, it is established that costs will be shared in accordance with the percentages set out in Schedule A which is based on Table 1 included in my March 25, 1985 report entitled Railway Lands Part II Plan: Implementation Strategy. With regard to the capital items to be cost shared in Schedule A, it will be noted that the City's obligations remain within the range estimated in 1983, despite the effects of two years of inflation. This is explained, in part, by the fact that a significant portion of the costs previously associated with the Simcoe tunnel were for

compensation for the removal of the western end of the CN express building. This has now been accomplished through the process of land exchanges. Matters related to the quality of design and construction of these publicly accessible open spaces are also set out this section.

The third section of the Memorandum deals with a number of Metro and TTC concerns. In particular, Metro has requested that the City obtain agreement from CN to provide for the 132 foot right-of-way necessary to permit the widening of Spadina Avenue. Section 3 of this Memorandum protects this interest. We have also required that CN recognize that the reconstruction of Spadina Bridge as a requirement in the Stadium precinct. This section also secures the cooperation of the Railways in making feasible improvements to York Street between Front Street and Lakeshore Boulevard and in providing land for the Harbourfront LRT turning loop at Union Station.

Section 4 of the Memorandum deals with various matters related to public parks, including provisions for conveyance, cost-sharing of improvements, design and construction.

Clauses in this section provide for the transfer to the City in fee simple or long term lease the park lands shown in Schedule E. In addition, it states that CN and Marathon will enter into precinct agreements which assign cost sharing responsibilities as set out in Schedule A.

Also contained in this section is an important provision which calls for an agreement between the City and Marathon to bring forward its first precinct and to convey Central Park to the City, with the CP Roundhouse in a stabilized condition, if possible and to construct part of Simcoe Street south and The Esplanade within 48 months of final approval of the Part II Plan and Zoning By-law.

Section 5 of the Memorandum describes the principles that will be embodied into precinct agreements for the cost sharing, timing, and construction of new public works infrastructure. These principles include the conditions under which new streets will be conveyed to the City. Obligations are also prescribed for cost sharing on the basis of percentages set out in Schedule A.

Matters related to the provision of housing are set out in Section 6 of the Memorandum based on discussions wiht the Commissioner of Housing.

The conditions of the Memorandum provide for the transfer of approximately 13.6 acres of lands from Marathon and CN to the

City for housing for households of low to moderate income. The forms of land conveyance that are acceptable in different situations are described as are the requirements for CN to develop a schedule for the transfer of housing sites concurrent with its first precinct application. Specifically, the agreement calls for CN to transfer 50% of the 11 acres scheduled for conveyance for housing to the City upon approval of the first by-law enacted to permit development on the Stadium precinct. Subsequent land transfers to the City for housing purposes will be contingent on the pace of housing construction. A mechanism setting out the City's right to accelerate this land transfer process will form part of the first precinct agreement on CN lands.

Section 7 is a short section which refers to Schedule D. This Schedule which will be tabled separately, was prepared by CN and Marathon and sets out their expectations regarding the timing and pattern of development in the Railway Lands and is largely for information.

It was deemed necessary to obtain a formal commitment from both CN and Marathon to acknowledge City policies on railway heritage preservation and their willingness to cooperate in facilitating implementation of these policies. Section 8 deals with this issue. The clauses in this section describe Council's policy objectives on heritage as set out in the Part II Plan and contain a commitment from CN and Marathon to facilitate their achievement.

It is expected that CN and Marathon will abide by these policies provided that doing so does not cause undue delay or interference with the development process.

4. Process

To date, CN and Marathon have declined to submit letters in support of the Memorandum of Conditions, Part II Plan and Zoning By-law. They will be submitting letters explaining their position on outstanding issues in the Memorandum of Conditions. It is my opinion therefore that, prior to submitting the Part II Plan and Zoning By-laws to the Ontario Municipal Board these outstanding issues must be resolved and that letters of support must be received by Council from both CN and Marathon.

For convenience, asterisks have been placed beside those items not yet agreed to. This is the same format used in the Report on Motions.

Due to the pressures of time, it has not been possible to review in detail with Canada Post all of the matters covered in the Memorandum of Conditions, although preliminary discussions have occurred. It is anticipated that a similar understanding will be required and that prior to the passage of the By-laws by Council, an appropriate Memorandum will be tabled for matters concerning the Canada Post site.

Recommendations:

1. That, taking into account that CN Real Estate and Marathon Realty do not agree with those caluses marked with an asterisk in the attached Memorandum of Conditions, consideration be given to endorsing the Memorandum of Conditions as set out herein as a framework to be used in conjunction with the Part II Plan and Zoning By-law for preparing all future precinct plans, precinct and other agreements relating to the Railway Lands.

2. That, following the resolution of outstanding issues, I be instructed to secure letters in support of the Memorandum of Conditions from both Marathon and CN prior to forwarding the Part II Plan to the Minister of Municipal Affairs and Housing and the Zoning By-law to the Ontario Municipal Board.

Stephen G. McLaughlin
Commissioner

MH:jp

MEMORANDUM OF CONDITIONS

In support of this Memorandum of Conditions CN and Marathon shall forward letters to the City indicating their acceptance of its conditions acknowledging that the principles embodied in the Memorandum shall govern the preparation of precinct agreements.

1. DEFINITIONS

1.1 In this Memorandum:

(a) "City" means City of Toronto;

(b) "City Precinct" means Precincts 4, 6 and 12;

(c) "CN" means Canadian National Railway Company;

(d) "CN lands" or "CN Precincts" means those Precincts shown as Precincts A, 7, 8, 9, 10, 11, on Schedule C;

(e) "Canada Post Precinct" means the precinct numbered 2 on Schedule C;

(f) "Central Park" means the precinct numbered as 6 on Schedule C. It is made up of three component pieces as shown on Schedule E;

(a) John Street Corridor

(b) Tower Park East

(c) CP Roundhouse Park

(g) "Marathon" means Marathon Realty Company Limited;

(h) "Marathon lands" or "Marathon Precincts" means those precincts numbered as 1, 3 and 5 on Schedule C;

(i) "Metro" means the Municipality of Metropolitan Toronto;

(j) "housing for low to moderate income households" is defined in Section 10.25 of the Part I Official Plan for the City of Toronto.

(k) "Plan" means the Part II Plan for the Railway Lands;

(l) "Precinct" means any area identified on Map E of the Part II Plan for the Railway Lands as a precinct.

(m) "Railway Corridor" means the railway corridor, as finalized after determination and approval of the relocated CN High Line Freight By-Pass;

(n) "Stadium Precinct" means the precinct shown as "A" on Schedule C to this Memorandum;

(o) "effective public right of use" means, in the case of exterior open spaces, accessible to the public generally 24 hours a day, free of charge, and in the case of interior spaces, the phrase means accessible to the public free of charge on a regular basis, for hours to be

determined on a case by case basis and as appropriate to the circumstances;

(p) Any other term which bears a defined meaning in the Part II Plan for the Railway Lands bears a corresponding meaning in this Memorandum.

2. GENERAL MATTERS

2.1 General Clauses

2.1(a) The references to CN and Marathon reflect the status of those corporations as major participants in the development of the Railway Lands. The references however are essentially a convenient way of indicating the responsibility which will be borne by any applicant for approval of a by-law to remove the holding symbol from the zoning by-law for a precinct in either the CN or the Marathon Lands, or in the case of the Stadium Precinct for approval of a site plan by-law. The provisions hereof shall be applicable to any proponent of a precinct plan in the Railway Lands whether or not such proponent is CN or Marathon.

2.1(b) The City's policies for the development of the Railway Lands are set out in the Part II Plan for the Railway Lands. This Memorandum does not address land use policies as such, and is not intended to vary the Part II Plan. The purpose of this document is to establish certain general principles and to address certain practical matters related to the development of the Railway Lands which cannot be dealt with in the Official Plan or draft zoning by-law. Basically these matters relate to cost sharing arrangements for infrastructure and to land exchanges and conveyances.

Section 11 of the Plan provides for the incremental development of the Railway Lands. Detailed provisions related to the technical or practical aspects of implementing the Plan will be finalized on a precinct by precinct basis and will be secured through agreements entered into pursuant to the City of Toronto Act, 1971, as amended. These agreements between the developers and the City will be executed before any actual development rights are conferred through the removal of the holding provision from the holding by-law or, in the case of the Stadium Precinct, before the enactment of a site plan by-law.

2.1(c) Marathon will confirm and acknowledge to the City in each precinct agreement entered into by it in respect of the Marathon Lands its commitment to be bound by the jurisdiction of the City of Toronto with respect to the zoning of the Railway Lands.

2.1(d) Notwithstanding CN's status as a federal crown corporation and a railway company CN will confirm and acknowledge to the City, in each precinct agreement in respect of the CN lands, its commitment to be bound by the jurisdiction of the City of Toronto with respect to the zoning of the Railway Lands.

2.1(e) It is intended that each precinct be capable of independent development. To this end, except where

provided in this Memorandum and except as may be required to properly access and service a precinct, CN will not be a necessary party to a precinct agreement for any of the Marathon lands, nor vice versa. It is understood explicitly however, that as a condition of approving a precinct for CN or Marathon the proponent may be required to provide for infrastructure beyond the actual limits of their precinct but within the Railway Lands and as contemplated by this Plan. Approval of a precinct may require cooperation between the participants in respect of this infrastructure.

2.1(f) The City, CN and Marathon consider that it is important to record at this time their mutual understanding of what each expects to be embodied in future precinct agreements. This Memorandum therefore records that general agreement which will guide the preparation of precinct agreements without purporting to fetter the City's statutory and legislative discretion at this time.

2.1(g) The Plan for the Railway Lands reflects many long standing City objectives, such as the creation of significant amounts of parkland, and provisions which will facilitae the development of substantial quantities of high quality affordable housing. The Plan contemplates more than 50% of the CN and Marathon lands being put to public uses.

2.1(h) The cost sharing principles and land exchanges which have been established and which are set out in this Memorandum were developed with regard for the land use policies of the Part II Plan. This includes the allocation of uses and density as set out in the Part II Plan and Zoning By-law. The understandings set out in this Memorandum are subject to the policies of the Plan coming into force and being implemented.

2.1(i) CN, Marathon and the City agree to share the cost of new infrastructure and parks in the Railway Lands on the general basis of 75% developer, 25% City as set out in the Part II Development Concept Report and referred to in Schedule A of this Memorandum of Conditions.

2.1(j) It is intended that subject to the requirements of the Registry Act and the Land Titles Act, each precinct agreement or notice of that agreement will be registered against or deposited on title to the precinct.

2.2 Railway Corridor

2.2(a) CN and Marathon will use their best efforts to resolve expeditiously the definition of the railway corridor in a manner which ensures that the viability of the corridor for rail transportation purposes is not compromised.

2.2(b) CN and Marathon will use their best efforts to provide a survey of the final railway corridor alignment at the earliest reasonable date.

2.3 High Line Relocation

2.3(a) CN and Marathon shall make every reasonable effort to facilitate the permanent relocation of the High Line freight by pass function to a location within the railway corridor, by June 1, 1988 in accordance with the "Regional Transportation High Line Relocation Study" prepared for the Railway Lands Steering Group.

2.3(b) CN will transfer to the City of Toronto by way of a long term lease, in a form acceptable to the City, or fee simple, the lands presently occupied by the High Line and under CN's jurisdiction, which fall within the Tower Park East portion of Central Park. Lands shall be conveyed in fee simple where clear title is now held.

2.3(c) The precinct agreement for the Stadium Precinct will provide for an effective public right of use in perpetuity to a corridor of land generally 40 feet in width where physically possible and following the top of the High Line berm. The precise design, dimensions and provisions for this entire pedestrian route will be established in each relevant precinct agreement west of John Street.

2.3(d) CN and Marathon will cooperate in an effort to facilitate the relocation of the TTR District Steam Heat Plant at 16 York Street.

2.4 Railway Crossing

2.4(a) CN and Marathon acknowledge that it will be necessary to obtain from the Toronto Terminals Railway Company (TTR) its consent to any approvals necessary to implement any railway crossing improvements, road improvements, road widenings, transit improvements, utility relocations and other privileges necessary to implement a precinct plan proposed for the CN or Marathon Lands. These consents shall be provided in proper form by the applicant as an appendix to any such precinct agreement. No precinct plan shall be approved without receipt of such consents. Where it is necessary for CN or Marathon to grant any rights-of-way or easements for the items noted along such crossings they shall do so free of charge if such items have been contemplated or are implicit in the provisions of the Plan.

2.4(b) The costs and charges imposed by TTR in respect of any such consents referred to above and obtained by CN or Marathon shall be paid by such company.

2.4(c) CN and Marathon, each in respect of the lands which it proposes to develop acknowledge that it will be their

responsibility to obtain CTC approvals and any other federal or provincial approvals necessary with respect to railway crossings required to implement a precinct plan proposed by such company.

2.4(d) The City acknowledges that there are railway operating constraints and engineering standards which will have to be accommodated in designing any railway crossings and structures related thereto.

2.5 Pedestrian Bridges and Publicly Accessible Open Spaces

2.5(a) CN and Marathon will agree to provide pedestrian bridges and publicly accessible open spaces in the locations shown on Schedule E. These agreements will form part of the precinct plan and precinct agreement for the precinct for which the facility is to be provided. Cost sharing of these facilities shall be as set out in Schedule A.

2.5(b) It will be a term of any precinct agreement under which a pedestrian bridge or public open space is to be provided that the precinct agreement shall ensure that there will be an effective public right of use.

2.5(c) The design of all publicly accessible open space will be reviewed at the precinct plan level. At the precinct plan level a schedule will be provided setting out provisions for the phasing, design and construction of the publicly accessible spaces within the precinct.

Design responsibility will rest with the applicant, as the case may be, but will be subject to the review and approval of the City pursuant to Section 40 of The Planning Act, 1983.

The degree to which such publicly accessible open spaces may be weather protected will be dealt with in general terms at the time the relevant precinct plan is considered and will be resolved in detail in the relevant Development Agreement and will be appropriate to the proposed use of such space.

2.5(d) All publicly accessible open spaces shall be designed to standards which are acceptable to the City and shall be generally equivalent to the quality of space, including the type of materials and specifications, found in other comparable, recently constructed public open spaces in the Central Core of the City. The table below sets out, in general terms, the quality equivalents which must be met. It is intended that this table act as a guideline and that the matter of the specific quality of individual sites be confirmed at the precinct plan level and secured by way of Development Agreements.

Site Name	Equivalent Sites
i) Union Plaza - north of Esplanade	Commerce Court or Nathan Phillips Square Union Station Forecourt on the south side of Front Street
ii) Union Plaza - south of Esplanade	Commerce Court or Nathan Phillips Square Union Station Forecourt on the south side of Front Street
iii) CN Plaza	Commerce Court or Nathan Phillips Square College Park

2.5(e) All publicly accessible pedestrian bridges or tunnels shall be designed to standards which are acceptable to the City. In addition to the precinct plan submission required under Section 11.7(j) of the Plan, a schedule will be submitted concurrent with the precinct plan submission setting out details regarding the design, construction and timing of all pedestrian bridges within the precinct.

2.5(f)* CN and Marathon will agree to incorporate into each precinct agreement which they enter into provisions to support the City's objectives for public art in open spaces and public portions of buildings. The specifics of these provisions shall be negotiated in the context of each precinct agreement.

2.6 **Stadium**

2.6(a)* CN will use its best efforts to achieve significant public uses, some office uses and retail uses in a perimeter building which encases the proposed stadium and which are not directly related to stadium operations. The City acknowledges, however, that such space will come under the jurisdiction and control of the Stadium Corporation of Ontario Limited, and not CN. Further, CN acknowledge that the provision of significant pedestrian connections between Union Station and the proposed stadium is essential to the successful operation of the stadium. They agree to demonstrate in the Stadium Precinct Plan how such access is to be provided.

3. METRO ISSUES

3.1 Spadina Bridge

3.1(a)* CN will agree in the Stadium Precinct agreement to provide for the reconstruction of the Spadina Avenue Bridge within a 132 foot right-of-way subject to the design and construction requirements established by the City and Metro. CN agrees that the form of the grant of its right-of-way to Metro shall limit the uses to which the right-of-way may be put. The use of the right-of-way to continue the arterial function of Spadina, the operation of a transit service and the provision of pedestrian facilities shall be permitted. The right-of-way shall not be provided for expressway purposes.

3.2 York Street Improvements

3.2(a) The first Precinct Plan entered into by Marathon will provide for any feasible widenings of York Street south of Front Street to the northerly limit of Lakeshore Boulevard to a maximum road allowance width of 86 feet and which do not impede pedestrian access. To the extent that any lands within this widened road allowance are under Marathon's control the precinct agreement will provide for the use thereof by Metro. Any density rights attributed to lands so made available shall be retained

by the applicant and set out in Section 2(d) of the Zoning By-law for the Railway Lands.

3.3 Harbourfront LRT Turning Loop

3.3(a) CN and Marathon will use every reasonable effort to cause TTR to provide the necessary conveyances, leases, licences or easements to accommodate a turning loop for the Harbourfront LRT at Union Station generally in accordance with the Toronto Transit Commission "Accelerated Rapid Transit Study" drawing 0156-6-743/1 if and when required by Metro. The City acknowledges that any such turning loop will have to be acceptable to the rail operating authorities including TTR.

3.3(b) CN Real Estate or their agents agree to cooperate in the provision of an interchange between Spadina transit system and the GO system. In addition at the time of entering into a precinct agreement respecting this area, the City shall seek to secure generous pedestrian connections between the Spadina Avenue transit system and the GO system as required. These connections will be made via internal walkways in those buildings which front onto Spadina Avenue.

4. PARKS

4.1(a) Specific provisions for the transfer of land to the City to achieve the parks shown on Schedule E of the Plan will be set out in precinct plans and precinct agreements at the appropriate stage. The following general principles will be adhered to in all such agreements:

(i) CN agrees to convey title subject to sub paragraph (v) in fee simple, where title is now held, to all lands under its jurisdiction required for the Community Park in the Bathurst-Spadina Neighbourhood and the Tower Park East portion of Central Park. Marathon, subject to receiving the conveyances referred to in sub paragraph 4.1(a)(ii), will sub-lease to the City the lands under Marathon's control required for Central Park.

(ii) The City is aware that the Marathon lands are held by way of perpetually renewable leases from the Toronto Harbour Commissioners. The City acknowledges that unencumbered sub leases will be an acceptable form of conveyance in these situations. It is the City's intention to seek to obtain from the Toronto Harbour Commissioners the fee simple interest in these lands at the earliest possible opportunity.

Regarding the land exchange between the City, Canada Post and Marathon, the City will transfer to Marathon in fee simple ownership of the 1.2 acre parcel of Canada Post land and the 3.1 acre City parking lot subject to the provisions of this Memorandum.

(iii) It will be a term of all such transfers of land to the City that the land be used only for parks purposes or, in the case of the Community Park in the Bathurst Spadina Neighbourhood, for a school and playground. In the event that part of the Community Park is made available to a school board but is not being used by the school board for a school and playground the lands will revert to park use.

(iv) CN agrees that lands required for the Tower Park East portion of Central Park, the north and south linear parks, and the street parks south of Front Street between Spadina Avenue and Portland Street shall be made available to the City for park uses by way of perpetually renewable long term leases in a form acceptable to the City. Further, Marathon agrees that any of the lands controlled by it and needed for Tower Park East, shall be made

available to the City by way of perpetually renewable long term lease in a form acceptable to the City.

(v) The City acknowledges that in respect of CN Precincts, as an alternative to fee simple conveyance, a 30 to 40 year lease with an option to purchase at the end of the term, at a nominal amount, may be an acceptable form of transfer. Final decisions regarding the specific form of land transfers for park uses shall be made in the relevant CN precinct agreement.

(vi) The City will maintain all lands which are given over to it for parks purposes to current City standards. The City will only use such lands for the purposes for which such lands are provided.

4.2 Cost Sharing of Parks Improvement

4.2(a)* CN and Marathon agree that the precinct agreement under which any lands are transferred to the City for parks purposes shall also set out the specific cost sharing arrangement which is applicable. The applicable cost sharing percentages are set out in Schedule A.

4.2(b) As set out in Schedule A the City will contribute 50% of the total cost of improvements required to facilitate and enhance pedestrian movement through the John Street Corridor south of the bridge. It is agreed that the City contribution is for pedestrian related facilities and does not apply to structure for buildings underneath the walkway, waterproofing membranes, drainage system, facilities for gaining access to the stadium or other similar items. The details of cost sharing shall be resolved in the Stadium Precinct Agreement.

4.3 Design and Construction

4.3(a) All parks in the Railway Lands shall be designed to standards which are acceptable to the City and shall be generally equivalent to the standards of materials and specifications found in other comparable, recently constructed parks in the Central Area. The table below sets out in general terms the minimum equivalents which must be met. It is intended that this table will act as a guideline and that the matter of the specific quality of individual park sites will be confirmed at the precinct plan level.

	Park Name	Equivalent
i)	Central Park	Trinity Square College Park
ii)	Tower Park	Trinity Square College Park

iii)	Linear Parks	Martin Goodman Trail (permanent section)
iv)	Community Park	St James Park Stanley Park Crombie Park
v)	Front Street Parks	McGill & Granby Street Parks John Street Park

4.3(b) It is clearly intended that CN and Marathon participate in the design process for public parks since as applicants for precinct plans adjacent to certain parks CN and Marathon have an interest in such designs. The parties to this memorandum however, agree that final decisions regarding program, the quality of facilities, layout and matters of design detail rest with the City, and that these decisions shall be made with regard for the design equivalents cited in this Memorandum or as jointly modified at the time of entering into a precinct agreement.

4.3(c) The City shall be responsible for retaining consulants to design Community Park and the Tower Park East and CP Roundhouse portions of Central Park. The design of the John Street corridor portion of Central Park shall be the responsibility of the proponent for the Stadium Precinct and shall be the undertaken in conjunction with an application for the Stadium pursuant to Section 40 of the Planning Act, 1983. Other park spaces shall be designed in accordance with the provisions for Section 4.3(e).

The City will pay all fees related to the design of Central Park and Community Park. These fees however, will be considered as part of the total cost of park development and shall be shared in accordance with the percentages set out in Schedule A.

4.3(d) The respective precinct agreement will establish the details of design procedures, construction phasing and procedures and the transfer of lands.

4.3(e) For public parks, other than Community Park and Central Park design consultants will be selected by CN or Marathon subject to the approval of the City. Park design consultants will then take joint instructions from the City and from CN or Marathon. Final design decisions in respect of such lands will rest with the City, but will be made within the cost limits established in each precinct plan.

Subject to Section 4.3(a) CN will be responsible for retaining park design consultants for the parks in a CN Precinct and for paying all fees related to their work. Such fees are to be included in the amounts of costs which are to be shared in the agreed upon percentages set out in Schedule A. In all cases the Commissioners of Planning and Development and Parks and Recreation shall be consulted with respect to the list of invited firms

under consideration for the work and their consent shall be obtained prior to retaining a specific firm or firms.

4.4 Parks Phasing

4.4(a) *(i) CN agrees that the improvement of the Tower Park East portion of Central Park will be staged. Stage 1 will consist of transferring Tower Park East generally in its existing state, but including the removal of the existing parking surfaces. It is understood that the other non-park related facilities in the park will be relocated by CN at the earliest reasonable date. Stage 2 will consist of the final development of the park, the cost for which will be shared in accordance with the percentages set out in Schedule A. Stage 2 of the development of Tower Park East will proceed at the earliest feasible date following approval of a precinct plan for block #12 of the Marathon lands.

*(ii) It is contemplated that the construction of the CP Roundhouse portion of Central Park will be staged as follows. Stage 1 shall consist of site preparation works including removal of contaminated soils, regrading of the site and the installation of required drainage structures. Prior to the City assuming responsibility for the CP Roundhouse structure, Marathon will stabilize the structure in accordance with the recommendations of the Barton Myers Study dated March 22, 1984 (see Schedule F).

Stage 2 will be undertaken by the City and shall consist of the installation of sodding or seed, tree planting, temporary landscaping and walkways. Stage 3 will involve the final landscape development of the site including installation of special features such as fountains, special gardens, buildings, other structures and permanent walkways. The timing of Stage 3 will depend upon the pace of development in the precinct on the east side of Simcoe Street south of The Esplanade. In the first precinct agreement for the Marathon lands a clause will provide that when construction in the precinct east of Simcoe and south of The Esplanade exceeds 50% of the available frontage on Simcoe Street, Stage 3 of the park shall proceed.

(iii) The construction of the Community Park shall proceed in one stage. Construction shall be undertaken when 50% of the frontage of the buildable frontage adjacent to the park is underway. Details related to this timing shall be set out in the precinct agreement for CN's first precinct.

4.4(b) The final schedule for the timing of park improvements occurring in any precinct will be established by agreement at the precinct plan level.

4.4(c) The first precinct agreement for the Marathon lands shall provide for the land transfers between Marathon and the

City. The City will receive from Marathon the Central Park lands (comprising approximately 13 acres). Marathon will receive from the City the Canada Post Lands (comprising approximately 1.2 acres) and the City Lands comprising approximately 3.1 acres).

4.4(e) Marathon shall, subject to the factors referred to in paragraph 7.1(a) make every reasonable effort to apply for its first precinct agreement within 48 months of the final approval of the Part II Official Plan and implementing Zoning By-law by the Ontario Municipal Board. This first precinct agreement shall provide a schedule setting out the timing of land conveyances and staging of the CP Roundhouse portion of Central Park. Marathon shall also construct that portion of The Esplanade between John Street and Simcoe Street and that portion of Simcoe Street from The Esplanade south to Lakeshore Boulevard. Cost sharing of these facilities shall be in accordance with Schedule A. It is further noted that the construction of lower Simcoe Street and The Esplanade from John Street to Simcoe Street may be required as a condition of the approval of the Stadium Precinct.

4.4(f) For the avoidance of doubt, the first precinct agreement for Marathon held lands shall provide for the land

transfer and works described in Sections 4.4(d) and 4.4(e).

5. PUBLIC WORKS

5.1 Conveyances

5.1(a) CN and Marathon agree that they will provide the City with fee simple title to all streets established in the Railway Lands in cases where clear title is now held. The City acknowledges that a long term unencumbered sub lease, in a form acceptable to the City, is an an acceptable form of transfer for any streets established in the Railway Lands where clear title is not presently held by CN or Marathon. In addition, the City acknowledges that as an alternative to fee simple conveyance, a 30 to 40 year lease, with an option to purchase at the end of the term, for a nominal amount, may be an acceptable form of transfer.

5.1(b) Canada Post will be expected to cooperate in achieving improved at-grade pedestrian facilities on Bay Street possibly including, if feasible, the use of a portion of the City Delivery Building.

5.1(c) Subject to the provisions of the Municipal Act regarding the establishment of streets and highways, CN, Marathon and the City agree to coordinate the process so that the establishment and process of assumption of the streets by the City occurs as soon as possible after the completion

of such streets subject to the approval of the Commissioner of Public Works.

5.1(d) CN will agree subject to paragraph 2.4(a) with the City in the first precinct agreement for any of the CN lands, to transfer to the City, at such time as it is ready to proceed with the Simcoe Street tunnel, free of charge all necessary easements, rights-of-ways, sub leases or approvals of any nature so as to permit the removal and demolition of that portion of the CN Terminal building now constructed over the projection south of the Simcoe Street South right-of-way, so as to allow for the construction of the extension of Simcoe Street southerly from Front Street, under the railway corridor to the southerly limit of the railway corridor.

5.1(e) Subject to Station Street being closed in accordance with the requirements of the Municipal Act, the first CN precinct agreement will provide that the City will transfer the northerly portion of Station Street to CN and will release its right of reversion in the lease of the southerly portion of Station Street to CN. All transactions and transfers pertaining to Station Street will recognize and preserve all access and other rights of Marathon under existing agreements in respect of 123 Front Street and pedestrian access to the teamway west of the York Street Tunnel. In exchange for these transfers

CN will obtain from CN Tower Limited a long term lease, in favour of the City and in a form acceptable to the City, to the Tower Park East portion of Central Park. Further, CN will provide for the transfers and approvals referred to in paragraph 5.1(e) herein and the housing sites referred to in paragraph 6.1(b) herein.

5.2 Cost Sharing of Improvements

5.2(a) Detailed provisions regarding the construction of new streets and infrastructure will be set out at the precinct plan and precinct agreement stage. It is also accepted by all parties, as set out in Section 11.7(m) of the Plan, that infrastructure within the Railway Lands may be required beyond the actual limits of a given precinct, in order to adequately service that precinct.

5.2(b) Mechanisms dealing with the financing of new infrastructure costs will be resolved in the appropriate precinct agreements.

5.2(c) In the case of parts or all of the Railway Lands it may be appropriate to levy a local improvement, under the Local Improvements Act, to finance the costs of infrastructure development in accordance with Schedule A. In the absence of any other mutually agreeable scheme the City of Toronto will, in the relevant precinct agreements, agree to make progress payments to CN or

Marathon, as the case may be, in accordance with the agreed to cost percentages shown in Schedule A upon receipt of progress certificates authorized by a consulting municipal engineer engaged for the purpose.

5.2(d) Except as provided for elsewhere in the Memorandum, where it is necessary for CN or Marathon to grant to the City or Metro rights of way, easements or any other interest in the nature of an interest in land in accordance herewith they shall do so free of charge.

5.3 Design and Construction

5.3(a) All streets shall be designed to City of Toronto standards and acceptable to the Commissioner of Public Works. Sidewalk areas shall be designed to standards equivalent to new sidewalks recently constructed in the City's Central Core.

5.3(b) As provided for in Section 11.7 of the Plan preliminary designs for public works infrastructure shall be prepared by a municipal engineer and will be submitted to the City Commissioner of Public Works for approval as part of a precinct plan submission. The proponent of the precinct plan will then be responsible for calling contracts, providing construction supervision by a certified municipal engineer and administering the contracts.

5.3(c) CN or Marathon, as the case may be, will be responsible for retaining consulting municipal engineers to prepare design drawings and contract documents for public works in the Railway Lands. The selection of the consulting municipal engineer is to be made in consultation with the Commissioner of Public Works. All fees payable for consulting work shall be paid by CN or Marathon and those fees will be part of the costs which will be shared in accordance with the principles established in Schedule A.

5.3(d) Having regard for paragraph 2.2(a) the City acknowledges that it is highly desirable to create a development parcel between The Esplanade east of Simcoe Street and the southerly boundary of the railway corridor that is approximately 200 feet in depth. In the relevant precinct agreement the City will cooperate with Marathon, to the extent feasible, in seeking to achieve this objective. The City's cooperation on this item is premised on the creation of an at-grade intersection at The Esplanade and York Street.

5.4 Timing

5.4(a) The actual schedule of public works improvements occurring in any precinct shall be established by precinct agreement at the precinct plan stage.

5.5 Servicing

5.5(a) Each precinct agreement shall provide that any sanitary sewers, storm sewers and water services are designed and constructed to the applicable City and Metro Standards. The stadium precinct agreement shall address the relocation of the Metro Water Works Plant.

5.5(b) Each precinct agreement shall provide for the transfer of all necessary easements for drainage, utility and servicing purposes to the appropriate agency or public authority and that all utility corridors shall be below ground except to the extent contained in a building or structure. The City will use its best efforts to secure the release of any existing service or utility easements which become surplus or redundant as development proceeds.

5.5(c) Each precinct agreement shall provide free of charge for the reservation of appropriate easements for telephone, gas and hydro and any other utility services.

5.5(d) Notwithstanding the cost sharing details in Schedule A the cost sharing for storm sewers shall be on the basis of the contributing drainage areas.

6. HOUSING

6.1 Conveyances

6.1(a) Further to paragraph 4.4(d) the first precinct plan and agreement for any of the Marathon precincts will provide for the transfer of the Marathon portion of Block 10 to the City for housing primarily for low to moderate income households. The location of Block 10 is shown on Schedule E. The City acknowledges that title to these lands will be in the form of a perpetually renewable lease or sublease acceptable to the City. The City further agrees that these lands shall be used for housing purposes as specified in the relevant section of the Railway Lands Zoning By-law.

6.1(b)* The first precinct plan and agreement for any CN precinct will provide a schedule for the ultimate transfer of 11 acres of CN land to the City primarily for housing for low to moderate income households. The blocks to be transferred are shown on Schedule E.

CN will transfer a fee simple interest in these lands to the City. The first such precinct agreement (which both CN and the City anticipate will be for the stadium precinct) will provide for the conveyance of not less than 50% of the 11 acres at the time of enactment of the

Stadium Precinct By-law. Further the agreement will stipulate:

i) the acceptable condition of the land at the time of the transfer, and

ii) the respective obligations of the City and CN regarding infrastructure, servicing and access.

Cost sharing of infrastructure for all housing sites transferred to the City shall be in accordance with Schedule A. CN or Marathon, as the case may be, will remain responsible for the developer share of infrastructure costs regardless of whether the lands have been transferred to the City or not.

6.1(c) The first precinct agreement for the CN lands shall further provide, in the schedule of land transfers referred to in 6.1(b) above, that if the City has built on the sites transferred to it under that precinct agreement, and has commitments for additional housing primarily for low to moderate income households, that the City may accelerate the schedule of transfers.

6.1(d) All references in this section to the transfer of land to the City for housing purposes are understood to include and permit transfers to another housing agency agency or authority designated to receive these lands in lieu of the City.

6.1(e) CN, Marathon and the City agree to cooperate in the joint planning and implementation of the infrastructure required to service City housing sites.

7. DEVELOPMENT

7.1(a) CN and Marathon expect that the development of their respective lands will take place approximately in accordance with Schedule D to this Memorandum. The City, CN and Marathon all recognize however that the actual pace of development will be governed by many factors (some of which are beyond their control) such as market conditions and opportunities, interest rates, and the general state of the economy. While they cannot therefore be regarded as being bound in any way to develop in accordance of Schedule D, the timing of development set out in Schedule D is indicative of their present intentions and expectations.

7.1(b) As each precinct agreement is entered into it will become the operative legal instrument controlling the various matters dealt with in the precinct plan. For specific matters affecting a precinct, this Memorandum will be superceded by such precinct agreements. The precinct agreements will provide that they will terminate when all of their provisions have been satisfied.

8*. HERITAGE

8.1(a) It is the policy of the City to incorporate aspects of the history of the Railway Lands into the parks and open space system for the Lands by restoring and integrating where feasible significant railway heritage features including the CP Roundhouse, with rail access through the Tower Park East portion of Central Park to the main line tracks, the adjacent coal/sander loader, and water tower, the John Street signal tower and Cabin D. CN and Marathon acknowledge that it is the policy and agree to allow the City to pursue it in accordance with paragraph 8.1(d).

8.1(b) CN and Marathon acknowledge that the City recognizes the historical significance of the John Street Pumping Station. Accordingly, this facility, including structure and machinery, shall be fully recorded by written commentary, photographs and plans and drawings, prior to its closure in order to allow for the development of the urban stadium and multi-purpose facility to be located in the Spadina Sub-centre. CN and Marathon acknowledge this objective and agree to allow the City to pursue it in accordance with paragraph 8.1(d).

8.1(c) CN and Marathon acknowledge it is the policy of the City that archaeological resources within the Railway Lands be investigated, documented and if feasible conserved in accordance with a strategy to be developed by the City of

Toronto and the Toronto Historical Board. To this end, an archaeological strategy document, utilizing archival research on historical activities, will be developed by the City of Toronto in order to provide a systematic framework for assessment of the archaeological remains in the Railway Lands. The strategy document will outline appropriate methods for testing, identification, documentation, recovery/mitigation and educational methods, for various classes of remains. More detailed strategies may then be required for precincts as part of a Precinct Plan. CN and Marathon acknowledge this policy and agree to allow the City to pursue it in accordance with paragraph 8.1(d).

8.1(d) It is further acknowledged by the City that pursuit of the heritage provisions of this Memorandum shall not unduly restrict the execution of CN and Marathon development rights as provided for under the Plan and zoning by-law or unduly imposed ongoing construction projects. At least 3 months prior to commencing development of a precinct, the proponent of the precinct shall notify the City of its intention to commence work within the precinct. The City shall have a 3 month period from this date within which to accomplish its requirements under Sections 8.1(a), 8.1(b) and 8.1(c) hereof. After expiry of this three month period the City

shall be permitted on site to pursue these objectives only with the permission of the developer.

SCHEDULE A

Cost Apportionment of Major Infrastructure Elements

Item No.	Description	CN Contribution	Marathon Contribution	City Contribution
1.	Front St.			100%
2.	Bay St.			100%
3.	Portland St.	50%		50%
4.	Bridge for new street (between Portland and Bathurst)	50%		50%
5.	Peter St.	50%		50%
6.	Lower John St.	25%	25%	50%
7.	Lower Simcoe St.		100%(1)	
8.	Simcoe St. Tunnel			100%(2)
9.	Esplanade	66.6%	66.6%(4)	33.3%
10.	Local Streets	100%(3)	100%(3)	
11.	Pedestrian Bridges or Tunnels from private development to private development	100%(3)	100%(3)	
12.	Pedestrian Bridges or Tunnels from Public space to Public space	50%(5)	50%(5)	50%
13.	Community Park	100%		
14.	Central Park			
*	i) C.P. Roundhouse Park		75%	25%
	ii) Tower Park East	75%		25%
	iii) John Street Corridor	50%		50%
15.	Park Corridors	100%(3)	100%(3)	
16.	Union Plaza		100%	
17.	CN Plaza	100%		
18.	Development oriented Public Open Space	100%(3)	100%(3)	

(1) The cost sharing principles for the discreet items of infrastructure set out above are derived from a general cost sharing principle which is based on the proportionate use of these facilities. In precinct agreements the payment for individual items of infrastructure may be restructured by mutual consent so long as the cost sharing percentages identified in Schedule A are respected.

(2)* This arrangement is predicated on a re-arrangement of the original 50/50 sharing for Simcoe Street, separating out the tunnel as a city responsibility subject to the following:

a) that cost sharing is equivalent to the 50-50% method with an agreed upon mechanisms for adjustment if this should not be the case;

b) provided that Marathon agree to construct Lower Simcoe Street and The Esplanade from Simcoe Street to York Street prior to or at the same time as the City construct the Simcoe Street tunnel.

(3) Percentage shown is only relevant to elements falling within particular land holders holdings. With respect to all housing sites conveyed to the City the original landholder remains responsible for its infrastructure share.

(4) With respect to costs for the portion of The Esplanade fronting the Canada Post property, Canada Post are responsible for a 33.3% share for this frontage with Marathon responsible for 33.3% and the City for the remaining third.

(5) Where such connections are developed commercially, the rationale for the City's contribution will be assessed on a case by case basis.

SCHEDULE B

As requested by the Land Use Committee following the public deputations on the Railway Lands Part II: Proposals and the Railway Lands Part II: Implementation Strategy reports at the Lands Use Committee public meetings of April 23, 24 and 25, 1985 the following are preliminary estimates for the items of infrastructure shown in Schedule A which can be reasonably estimated at this time.

Cost Estimates for Major Infrastructure Elements

Item No.	Description	Estimated Cost
1.	Front Street	1,500,000
3.	Portland Street	4,000,000
4.	Bridge for new street between Portland and Bathurst	2,400,000
5.	Peter Street	2,500,000
6.	Lower John Street	500,000
7.	Lower Simcoe Street	725,000
8.	Simcoe Street Tunnel	16,000,000
9.	Esplanade	4,300,000
10.	Local Streets	3,700,000
12.	Pedestrian Bridges or Tunnels from Public Space to Public Space	2,000,000
13.	Community Park	2,000,000
14.	Central Park	14,000,000
	i) C.P. Roundhouse Park	
	ii) Tower Park East	
	iii) John Street Corridor	
15.	Park Corridors	1,100,000
16.	Union Plaza	2,000,000
17.	CN Plaza	2,000,000

It should be noted that:

i) The above costs represent 1985 dollars.

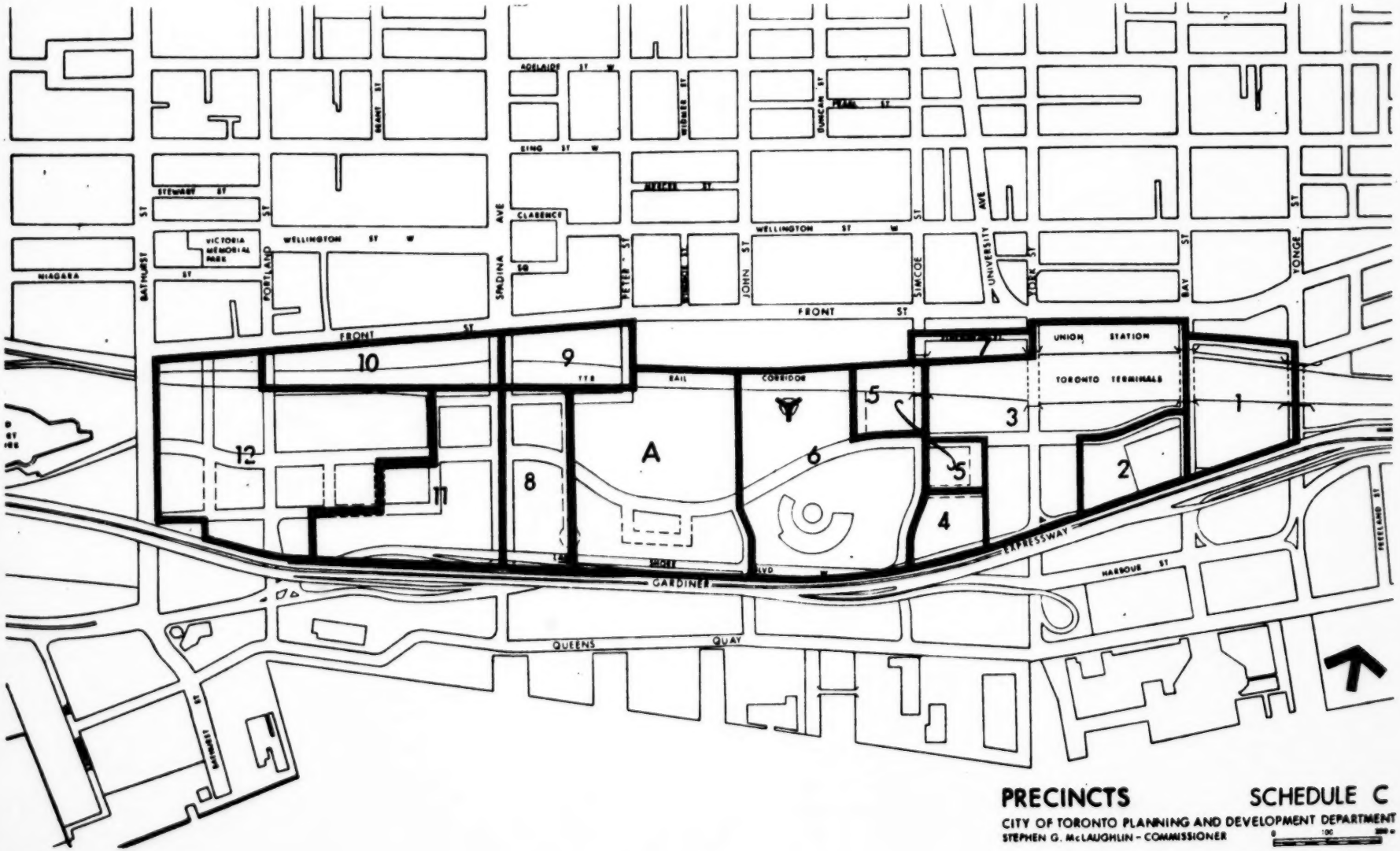
ii) The cost of Metro facilities is not included.

iii) The cost of major sewer facilities, the bulk of which are to be borne by the developers, is not included.

iv) The costs of demolition, removal of rail tracks, and regrading the lands are developer costs which are not included.

v) These costs are extremely preliminary and will have to be evaluated against specific design drawings once such drawings have been prepared.

vi) These costs have been compiled in consultation with the Commissioner of Public Works and Commissioner of Parks and Recreation.



PRECINCTS

SCHEDULE C

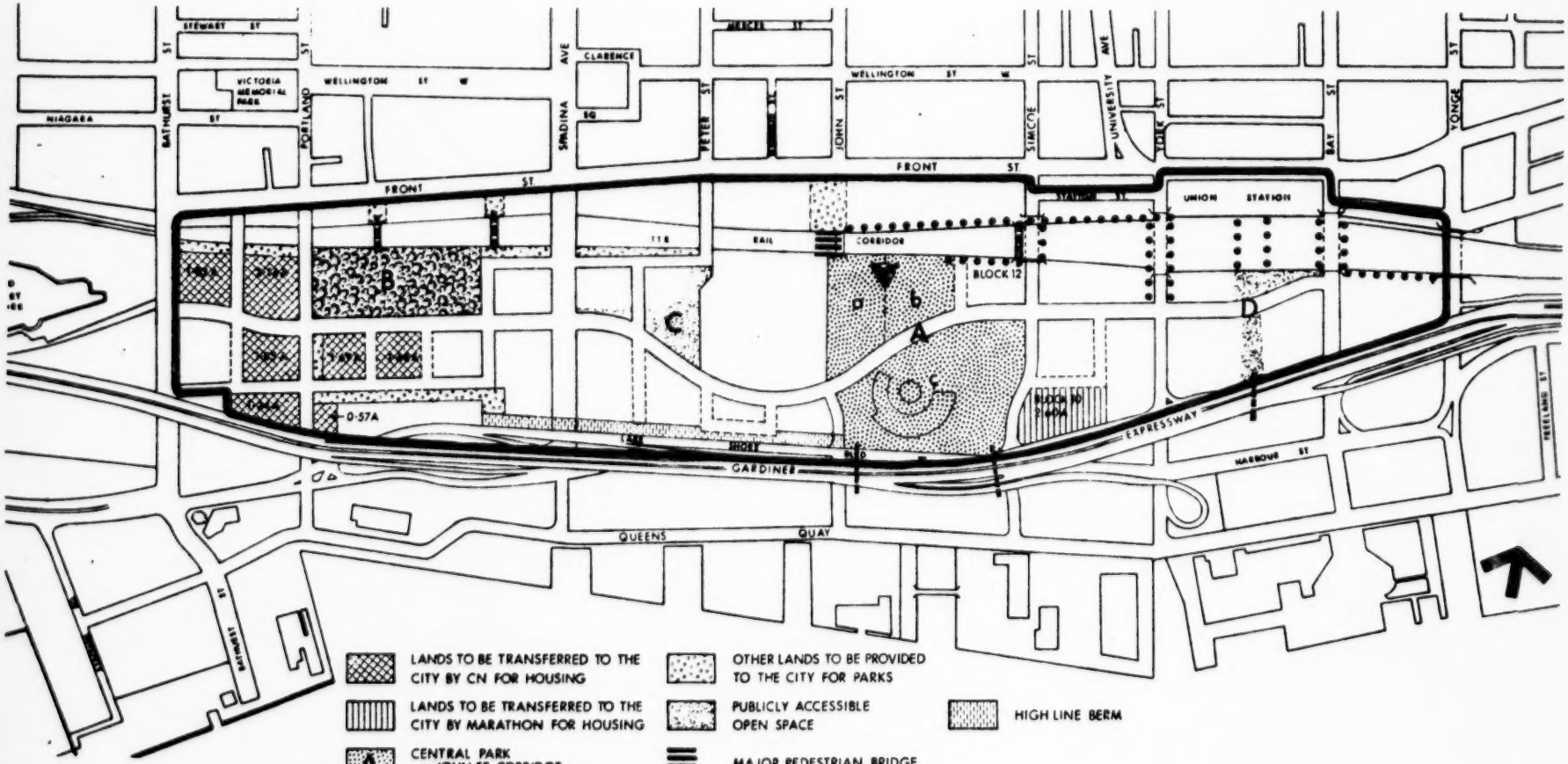
CITY OF TORONTO PLANNING AND DEVELOPMENT DEPARTMENT

STEPHEN G. McLAUGHLIN - COMMISSIONER

FILE No. 847 DRAWN BY: CHECKED BY: AUG., 1984

SCHEDULE D

To be tabled by CN and Marathon



LANDS TO BE TRANSFERRED TO THE CITY BY CN FOR HOUSING

LANDS TO BE TRANSFERRED TO THE CITY BY MARATHON FOR HOUSING

A — CENTRAL PARK
a - JOHN ST. CORRIDOR
b - TOWER PARK EAST
c - CP ROUNDHOUSE PARK

COMMUNITY PARK

C — CN PLAZA

D — UNION PLAZA

OTHER LANDS TO BE PROVIDED TO THE CITY FOR PARKS

PUBLICLY ACCESSIBLE OPEN SPACE

MAJOR PEDESTRIAN BRIDGE

APPROXIMATE LOCATIONS FOR PEDESTRIAN BRIDGES

APPROXIMATE LOCATIONS FOR PEDESTRIAN LINKS

BOUNDARY OF RAILWAY LANDS

HIGH LINE BERM

SCHEDULE E

CITY OF TORONTO PLANNING AND DEVELOPMENT DEPARTMENT
STEPHEN G. McLAUGHLIN - COMMISSIONER

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SCHEDULE F

Barton Myers Associates

March 22, 1984

Mr. G. Allan Burton
Chairman
Railway Heritage Committee
81 Elizabeth Street
Toronto, Ontario
M5G 1P4

Dear Mr. Burton,

We are pleased to submit to your committee our report on the feasibility of converting the CP John Street Roundhouse into a Railway Interpretive Centre.

The John Street Roundhouse is a unique building type representative of a very exciting era of our railway heritage. Not only is the building an irreplaceable cultural resource for the City of Toronto, it also leads itself well to adaptive reuse and transformation. This study shows how the roundhouse can be adapted and converted into an exciting concept for a Railway Interpretive Centre where the past, present and future of all rail transportation can be presented to and interpreted by the public within a general theme of "Railways and Society".

Clearly, a potential exists for increased real estate value on the Railway Lands with higher rents for office space and additional project revenues from retail, hotel and other uses if a unique concept and value image can be created for the Railway Interpretive Centre. The centre must be viewed as having the potential to be a world-class institution. When combined with the drawing power of the CN Tower, the close association of the two structures will create a major generator of public interest and activity on the Railway Lands in years to come.

In this report we have summarized our findings related to the planning context of the project, the condition of the existing roundhouse building, the programme of the proposed Railway Interpretive Centre, potential architectural concepts and construction and exhibit cost estimates.

<u>Present Value of the Building: $1,335,000</u>

The estimate is based on the replacement cost if one were to build the building today. This estimate includes the cost of replacing the foundations, the floor slab, roof assembly and building structure, the exterior walls and internal fire walls. The estimate does not include the costs of replacing doors and windows which have been assigned to the renovation costs associated with the proposal for the adaptive reuse of the roundhouse as a Railway Interpretive Centre.

Immediate Remedial Work: $140,000

The first step towards stabilizing the existing building from further deterioration would serve to make safe the presently unsafe conditions within Bays 1 to 11 of the roundhouse. The work required to do this involves removing the existing roofing over this section of the building, making good the existing roof structure, and installing a temporary roofing membrane. The work does not involve any remedial work to walls, windows or doors and does not include insulating the roof. It does include fees, general contractor's overhead and profit and project contingencies.

We recommend that your committee secure an immediate commitment to undertake the necessary work in order to preserve future options to proceed with the subsequent phases of the project. As early as 1985, it may be possible to use the first 11 bays of the roundhouse as a storage area for rolling stock as pieces become available and to begin a programme of restoration on the site.

Complete Stabilization of the Existing Building: $1,146,000

The second step towards achieving complete stabilization of the roundhouse building involves installing a new insulated roof, repairing the existing masonry of the exterior walls, temporary protection and sealing of the existing windows and doors, and installing sprinkler and fire detection systems.

Once an appropriate vehicle for the ongoing management and operation of the centre has been found it will be possible to proceed with the project. The forthcoming Burton/Davis Report on Railway Heritage is expected to make recommendations regarding the administrative structure and management of the proposed Railway Interpretive Centre. We have developed two concepts for the centre which facilitate a phasing strategy to achieve the total building concept.

Concept A: Adaptive Reuse of the Roundhouse: $11,280,000

Concept A offers a possible first phase of capital investment towards achieving the overall concept for a new Railway Interpretive centre on the Railway Lands. The total cost for Concept A includes a renovation cost of $5,297,000, an estimate of

$2,233,000 for site work, and allowances of $750,000 for professional fees and $3,000,000 for exhibits and related expenses.

Concept B: The Rotunda Turntable Enclosure: $7,590,000

At an estimated additional cost of $7,590,000, Concept B could be achieved, enclosing the space around the existing turntable and creating a spectacular new glass and steel circular hall. The estimate includes a construction cost of $4,630,000 and allowances of $460,000 for professional fees and $2,500,000 for exhibits and related costs.

Clearly, the Rotunda creates a strong marketable image for the centre. The new construction gives the project the best of both old and new. While the renovated roundhouse reflects a healthy respect for maintaining buildings that qualify our collective history, the proposed turntable enclosure gives the total project great presence as a showcase for Canadian railway technologies of the past, present and future.

We would like to thank Mr. Ken Greenberg, Program Manager of the Urban Design Group of the City of Toronto Planning and Development Department, and Mr. David Dennis also of the Urban Design Group, who provided valuable insight and direction in the co-ordination of this study. Special thanks are extended to Mr. Christopher Andreae of Historica Research Limited, who provided critical review at various points during the study.

We look forward to continuing participation in this exciting project.

Yours truly,

Barton Myers